

Honorable Tiffany M. Cartwright

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT TACOMA

BRAD ERHART,

Plaintiff,

v.

TRINET HR XI, INC., SWITCHBOARD
TECHNOLOGY LABS, INC., AND
HARTFORD LIFE AND ACCIDENT
INSURANCE COMPANY, INC.,

Defendants.

Case No. 3:23-cv-5882-TMC

**SWITCHBOARD TECHNOLOGY LABS,
INC.'S ANSWER AND AFFIRMATIVE
DEFENSES**

Defendant Switchboard Technology Labs, Inc. ("STL" or "Defendant") for its answer and affirmative defenses to the complaint, alleges and avers as follows:

I. THE PARTIES TO THE COMPLAINT

- 1.1 Defendant admits paragraph I.A.1 of the Complaint.
- 1.2 Defendant admits paragraph I.B.1 of the Complaint.
- 1.3 Defendant admits paragraph I.B.2 of the Complaint.
- 1.4 Defendant admits paragraph I.B.3 of the Complaint.

1.5 In response to Section I.C, Defendant admits Plaintiff secured employment remotely. Defendant is without sufficient information to admit or deny the precise location from where Plaintiff conducted his work and therefore denies the same.

II. BASIS FOR JURISDICTION

2.1 Paragraph II.A.1 consists of legal conclusions to which no response is required. To the extent a response is required, Defendant admits the complaint alleges claims arising from 42 U.S.C. § 12101 *et. seq.* and 29 U.S.C. § 1001 *et. seq.* and “federal common law.”

2.2 Defendant admits paragraph II.B.1.a.

2.3 Defendant admits paragraph II.B.2.a.

2.4 Defendant admits paragraph II.B.2.b.

2.5 Defendant admits paragraph II.B.2.c.

2.6 Paragraph II.B.3 consists of legal conclusions to which no answer is required. To the extent a response is required, Defendant denies the same.

III. STATEMENT OF FACTS

Plaintiff’s Statement of Facts fails to provide separate allegations that are “simple, concise, and direct” as required by Fed. R. Civ. P. 8(d)(1), which creates difficulty in providing specific answers to the numerous combined allegations contained therein. Notwithstanding, Defendant has sought to answer the Complaint’s “Statement of Facts” by way of reference to individual paragraphs and sentences contained therein with citation to page and line number of the Complaint as follows:

3.1 Page 4:2-4: Defendant is without sufficient information to form a belief as to whether Plaintiff has “over two decades of professional expertise in the realm of information technology and affiliated fields” and therefore denies the same. Defendant admits Plaintiff’s title while employed by STL was “Senior DevOps Engineer,” which position he secured in August 2021.

1 3.2 Page 4:4-8: Defendant admits that the Offer Letter, dated August 23, 2021,
2 noted that Defendant TriNet HR XI, Inc. was a Professional Employer Organization. All
3 remaining allegations are denied.

4 3.3 Page 4:9-17: Defendant, in response to the first sentence, denies that “the Plaintiff
5 received constant praise for his adept skills and performance” and admits the role was complex
6 and required fluency across multiple programming languages, rapidly evolving tools and solutions
7 which were core competencies of Switchboard’s business. Defendant is without sufficient
8 information to form a belief as to the truth of the second and third sentences and therefore denies
9 the same. As to the final sentence, Defendant admits it and Plaintiff had a meeting on November
10 15, 2021 in which Plaintiff requested accommodations and denies the remainder of the sentence.

11 3.4 Page 4:18-22: Defendant admits the first sentence and denies all remaining
12 sentences in this paragraph.

13 3.5 Page 5:1-4: Defendant is without sufficient information to form a belief as to the
14 truth of the allegations contained in this paragraph and therefore denies the same.

15 3.6 Page 5:5-12: Defendant denies the first sentence of this paragraph. Defendant
16 admits the second sentence of this paragraph. Defendant denies the third sentence of this
17 paragraph. Defendant, in regard to the fourth and fifth sentences, is without sufficient information
18 to form a belief as to the truth of the allegations contained therein and therefore denies the same.

19 3.7 Page 5:13-23: Defendant, in regard to the first sentence, admits Plaintiff sent an
20 email to Defendant a few hours following the meeting referenced therein and denies the remainder
21 of the sentence. Defendant, in response to the second sentence, admits Plaintiff stated he may file
22 for short term disability and denies all remaining allegations therein. Defendant is without
23 sufficient information to form a belief as to the truth of the third sentence of this paragraph and
24 therefore denies the same, though admits Switchboard did not have an internal employee assigned
25 to the human resources function. In response to the fourth sentence, Defendant admits that it
26 terminated Plaintiff and denies the remainder of the allegations contained therein.

1 3.8 Page 6:1-8: Defendant, in response to the first sentence, denies any
2 discriminatory treatment and admits Plaintiff contacted TriNet. Defendant is without sufficient
3 information to form a belief as to the truth of the remaining allegations of this paragraph and
4 therefore denies the same.

5 3.9 Page 6:9-16: Defendant is without sufficient information to form a belief as to the
6 truth of the allegations contained in this paragraph and therefore denies the same.

7 3.10 Page 6:17-22: Defendant is without sufficient information to form a belief as to the
8 truth of the allegations contained in the first sentence of this paragraph and therefore denies the
9 same. In response to the second sentence, Defendant admits Plaintiff “continued to dispute the
10 matter with Switchboard” and “emphasizing his belief TriNet should be involved as his
11 employer.” All remaining allegations are denied.

12 3.11 Page 7:1-10: Defendant denies the first through third sentences of this paragraph.
13 Defendant, with respect to the fourth and fifth sentences, is without sufficient information to form
14 a belief as to the truth of the allegations contained therein and denies the same.

15 3.12 Page 7:11-20: Defendant admits the first sentence of this paragraph insofar as
16 Plaintiff admits he signed a Separation and General Release Agreement and denies all remaining
17 allegations. Defendant denies the second and third sentences of this paragraph. Defendant, in
18 response to the fourth sentence, denies that Defendant “intentionally concealed” TriNet’s “duty to
19 Plaintiff” and is without sufficient information to form a belief as to the remaining allegations and
20 therefore denies the same. Defendant denies the final sentence of the paragraph.

21 3.13 Page 7:21-23 – Page 8:1-8: Defendant is without sufficient information to form a
22 belief as to the truth of the allegations contained in the first sentence and therefore denies the
23 same. Defendant denies the second sentence insofar as it is related to it and is without sufficient
24 information to form a belief as to its truth insofar as it is related to Defendant TriNet and therefore
25 denies such allegations. Defendant, in response to the third sentence, admits TriNet was not a
26 signatory to the Separation and General Release Agreement; all remaining allegations contain

1 conclusions of law to which no answer is required. Defendant is generally without sufficient
 2 information to form a belief as to the truth of the fourth and fifth sentences of this paragraph and
 3 therefore deny the same, however Defendant admits Plaintiff filed a complaint with the WSHRC.

4 3.14 Page 8:9-16: Defendant is without sufficient information to form a belief as to the
 5 truth of the allegations contained within this paragraph and therefore deny the same.

6 3.15 Page 8:17-20: Defendant is without sufficient information to form a belief as to the
 7 truth of the allegations contained within this paragraph and therefore deny the same.

8 3.16 Page 8:21-23 – Page 9:1-4: Defendant, in response to the first sentence, admits
 9 that it received a Job Analysis Worksheet from TriNet HR XI, Inc. to complete with regard to a
 10 short term disability claim purportedly filed by Plaintiff. Defendant is without sufficient
 11 information to form a belief as to the truth of the remaining allegations contained in this paragraph
 12 and therefore denies the same.

13 3.17 Page 9:5-8: The first sentence of this paragraph contains conclusions of law to
 14 which no answer is required; to the extent an answer is required, denied. In response to the second
 15 sentence, Defendant admits it received communications from TriNet HR XI, Inc. regarding
 16 Plaintiff. All remaining allegations are denied.

17 3.18 Page 9:9-20: Defendant, in response to the first sentence of this paragraph, admits
 18 Hartford denied Plaintiff's claim and further alleges that it is without sufficient information to
 19 form a belief of the truth of the remaining allegations contained therein and therefore denies the
 20 same. Defendant is without sufficient information to form a belief as to the truth of the remaining
 21 allegations contained in this paragraph and therefore denies the same.

22 3.19 Page 9:21-23 – Page 10:1-3: Defendant is without sufficient information to form a
 23 belief as to the truth of the allegations contained in this paragraph and therefore denies the same.

24 3.20 Page 10:4-11: Defendant is without sufficient information to form a belief as to the
 25 truth of the allegations contained in the first through third sentences of this paragraph and
 26 therefore denies the same. Defendant denies the allegation, in the fourth sentence, that it breached

1 the Separation and General Release Agreement and is without sufficient information to form a
2 belief as to the truth of any remaining allegations contained in the fourth sentence, and therefore
3 denies the same.

4 3.21 Page 10:12-17: The allegations contained in this paragraph are directed toward
5 other Defendants and therefore no answer is required. To the extent an answer is required, denied.

6 3.22 Page 10:18-22 – Page 11:1-2: The allegations contained in this paragraph are
7 directed toward other Defendants and therefore no answer is required. To the extent an answer is
8 required, denied.

9 3.23 Page 11:3-8: The allegations contained in this paragraph are directed toward other
10 Defendants and therefore no answer is required. To the extent an answer is required, denied.

11 3.24 Page 11:9-16: The allegations contained in this paragraph are directed toward other
12 Defendants and therefore no answer is required. To the extent an answer is required, denied.

13 3.25 Page 11:17-23: The allegations contained in this paragraph are directed toward
14 other Defendants and therefore no answer is required. To the extent an answer is required, denied.

15 3.26 Page 12:1-6: The allegations contained in this paragraph are directed toward other
16 Defendants and therefore no answer is required. To the extent an answer is required, denied.

17 3.27. Page 12:7-16: The allegations contained in this paragraph are directed toward other
18 Defendants and therefore no answer is required. To the extent an answer is required, denied.

19 3.28 Page 12:17-22 – Page 13:1-2: The allegations contained in this paragraph are
20 directed toward other Defendants and therefore no answer is required. To the extent an answer is
21 required, denied.

22 3.29 Page 13:2-8: The allegations contained in this paragraph are directed toward other
23 Defendants and therefore no answer is required. To the extent an answer is required, denied.

24 3.30 Page 13:9-18: The allegations contained in this paragraph are directed toward other
25 Defendants and therefore no answer is required. To the extent an answer is required, denied.
26

1 3.31 Page 13:19-22 – Page 14:1-3: The allegations contained in this paragraph are
2 directed toward other Defendants and therefore no answer is required. To the extent an answer is
3 required, denied.

4 3.32 Page 14:4-15: The allegations contained in this paragraph are directed toward other
5 Defendants and therefore no answer is required. To the extent an answer is required, denied.

6 3.33 Page 14:16-20 – Page 15:1-3: The allegations contained in this paragraph are
7 directed toward other Defendants and therefore no answer is required. To the extent an answer is
8 required, denied.

9 3.34 Page 15:4-11: The allegations contained in this paragraph are directed toward other
10 Defendants and therefore no answer is required. To the extent an answer is required, denied.

11 3.35 Page 15:12-18: The allegations contained in this paragraph are directed toward
12 other Defendants and therefore no answer is required. To the extent an answer is required, denied.

13 3.36 Page 15:19-23 – Page 16:1-2: The allegations contained in this paragraph are
14 directed toward other Defendants and therefore no answer is required. To the extent an answer is
15 required, denied.

16 3.37 Page 16:3-11: The allegations contained in this paragraph are directed toward other
17 Defendants and therefore no answer is required. To the extent an answer is required, denied.

18 3.38 Page 16:12-20: Defendant denies each and every allegation contained in this
19 paragraph.

20 3.39 Page 16:21-23 – Page 17:1-3: Defendant denies that it interfered in the “benefits
21 selection process” or that it was “allowed to inappropriately choose which TriNet HR XI, Inc.
22 benefits to offer to the plaintiff based on cost considerations to Switchboard....” All remaining
23 allegations contain conclusions of law to which no answer is required. To the extent an answer is
24 required, denied.
25
26

IV. STATEMENT OF CLAIMS

4.1 Paragraph A (Claim 1) is not alleged against STL and therefore requires no answer. To the extent any answer is required, STL denies the allegations and denies that Plaintiff is entitled to any of the relief he seeks in this matter.

4.2 Paragraph B (Claim 2) contains legal conclusions to which no answer is required. To the extent any answer is required, STL admits Plaintiff entered into a Separation and General Release Agreement and denies each and every other allegation contained in this paragraph and denies that Plaintiff is entitled to any of the relief he seeks in this matter.

4.3 Paragraph C (Claim 3) contains legal conclusions to which no answer is required. To the extent any answer is required, STL denies the allegations and denies that Plaintiff is entitled to any of the relief he seeks in this matter.

4.4 Paragraph D (Claim 4) is not alleged against STL and therefore requires no answer. To the extent any answer is required, STL denies the allegations and denies that Plaintiff is entitled to any of the relief he seeks in this matter.

4.5 Paragraph E (Claim 5) is not alleged against STL and therefore requires no answer. To the extent any answer is required, STL denies the allegations and denies that Plaintiff is entitled to any of the relief he seeks in this matter.

V. RELIEF

5.1 Answering Plaintiff's request for relief on Pages 21:11 – Page 25:1, to the extent any answer is required, STL denies that Plaintiff is entitled to any relief in this matter and therefore denies the allegations.

Except as expressly admitted, STL denies any and all remaining allegations in Plaintiff's Complaint.

VI. AFFIRMATIVE AND OTHER DEFENSES

BY WAY OF FURTHER ANSWER AND DEFENSE, STL asserts the following defenses and affirmative defenses:

SWITCHBOARD TECHNOLOGY LABS, INC.'S
ANSWER AND AFFIRMATIVE DEFENSES - 8

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6.1 Some or all of Plaintiff's Complaint fails to state a claim upon which relief may be granted.

6.2 Some or all of Plaintiff's claims are barred by the Separation and General Release Agreement he signed with STL.

6.3 Some or all of Plaintiff's claims are barred by the doctrines of estoppel and/or waiver.

6.4 Any recovery by Plaintiff must be offset by payments STL heretofore made to Plaintiff pursuant to the parties' Separation and General Release Agreement.

6.5 Plaintiff's claims are barred to the extent he failed to mitigate his purported damages, if any.

DEFENDANT'S PRAYER FOR RELIEF

WHEREFORE, having answered Plaintiff's Complaint and asserted affirmative defenses, STL prays for judgment as follows:

1. For dismissal of Plaintiff's Complaint with prejudice;
2. For Defendant's costs, disbursements, and attorneys' fees as prescribed by law; and
3. For such other and further relief as the Court deems just and equitable.

DATED this 5th day of April 2024.

SUMMIT LAW GROUP, PLLC

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*Attorneys for Defendant Switchboard
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CERTIFICATE OF SERVICE

I hereby certify that on this day I electronically filed the foregoing with the Clerk of the USDC, Western District of Washington, using the CM/ECF system which will send notification of such filing to the following:

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DATED this 5th day of April 2024.

s/ Karen M. Lang
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